



IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

**STATE OF ALABAMA ex rel.,
STEVE MARSHALL,
ATTORNEY GENERAL
and the ALABAMA DEPARTMENT
of ENVIRONMENTAL
MANAGEMENT,**

Plaintiffs,

v.

**UTILITIES BOARD of the
CITY OF DAPHNE**

Defendant.

CASE NO. CV-2017-901319

MOBILE BAYKEEPER, INC.,

Intervenor, Plaintiff,

v.

**UTILITIES BOARD OF THE CITY OF
DAPHNE,**

Defendant.

AMENDED JOINT MOTION FOR ORDER

Plaintiffs, the State of Alabama and the Alabama Department of Environmental Management, Intervenor-Plaintiff, Mobile Baykeeper, Inc., and Defendant, Utilities Board of the City of Daphne, by and through the undersigned counsel, respectfully request this Court to enter the attached proposed Order on Settlement Agreement.

Respectfully submitted this 30th day of October, 2019.

/s/ Robert D. Tambling
Robert D. Tambling (TAM001)
Assistant Attorney General

ADDRESS OF COUNSEL:

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/s/ Carrie T. Blanton
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/s/ J. Patrick Courtney III
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Mobile Baykeeper, Inc.

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/s/ Jerome E. Speegle
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Utilities Board of the City of Daphne

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CERTIFICATE OF SERVICE

I hereby certify that I have on this 30th day of October, 2019, electronically filed the foregoing with the Clerk of the Court using the Alafile system and that the Clerk of Court using the Alafile system will send notification of same to all parties.

/s/ Robert D. Tambling
Robert D. Tambling (TAM001)
Assistant Attorney General

Act” or "AWPCA"). The Plaintiffs are seeking injunctive relief and the assessment of civil penalties, pursuant to Ala. Code § 22-22A-5(18)b. The Complaint alleges that the Defendant operates a wastewater treatment facility, known as the Daphne Water Reclamation Facility (hereinafter “the Facility”), located at 29280 North Main Street in Daphne, under the authority of National Pollutant Discharge Elimination System (hereinafter “NPDES”) Permit Number AL0027561 (hereinafter “the Permit”). The Permit establishes limitations, terms, and conditions on the discharge of pollutants from the Facility into Blakely River, a water of the State.

B. Intervenor-Plaintiff, Mobile Baykeeper, Inc. (hereinafter “Baykeeper”), a non-profit corporation organized under the laws of the State as a 501(c)(3) for the purpose of preserving, promoting, and protecting the natural, ecological, biological, economic, and cultural resources of Mobile Bay and its associated waters, including but not limited to the Blakely River and areas nearby and downstream (Mobile Bay, D’Olive Bay, etc.). Baykeeper commenced investigation of certain of the violations of law in May 2017. On September 19, 2017, Baykeeper served its Federal Clean Water Act 60-day notice letter detailing alleged violations. Subsequently, Baykeeper prepared and submitted to the Parties its Investigation Report and Supplements thereto detailing additional alleged violations. Baykeeper filed a Motion to Intervene in this matter on December 19, 2017, which was granted on February 21, 2018. Baykeeper is a “person” with “an interest which is or may be adversely affected” by the outcome of an action within the scope of Ala. Code §§ 22-22A-5(18)b and 22-22A-5(19). By Order dated March 21, 2018, Baykeeper’s claims or requests for relief are limited to those brought by Plaintiffs. All other claims of Baykeeper were stricken.

C. Defendant, Utilities Board of the City of Daphne, is a "person" within the meaning of § 22-22-1(b)(7) of the Act. Defendant has denied certain of the alleged violations set out in

Baykeeper's Complaint and the Investigative Reports.

D. The Plaintiffs, Intervenor-Plaintiff, and Defendant (hereinafter "Parties") have consented to the entry of this Order on Settlement Agreement (hereinafter "Settlement Agreement") without further adjudication of any of the factual or legal issues raised by the Complaint herein.

E. NOW THEREFORE, without admission by the Defendant of the non-jurisdictional allegations in the Complaint, without further adjudication of any issue of fact or law pertaining to this action, and upon the consent and agreement of the Parties to this Settlement Agreement, it is hereby ORDERED, ADJUDGED and DECREED as follows:

II.

JURISDICTION

This Court has jurisdiction over the subject matter herein and the Parties to this action pursuant to Ala. Code § 22-22A-5, as the Complaint states claims for injunctive relief and civil penalties upon which relief may be granted against the Defendant. Authority to bring this suit is vested in the Attorney General and the Alabama Department of Environmental Management pursuant to Ala. Code § 22-22A-5.

III.

VENUE

Venue is proper in the Circuit Court of Baldwin County, Alabama because it is the judicial district in which the Defendant's Facility is located, and in which the alleged violations occurred.

IV.

PARTIES

A. The Plaintiff, State of Alabama, is acting at the request and on behalf of the Attorney General of the State of Alabama.

B. The Plaintiff, the Alabama Department of Environmental Management (hereinafter

“the Department” or “ADEM”) is the State environmental agency responsible for administering the Act.

C. Intervenor-Plaintiff, Baykeeper, is acting on behalf of its membership in support of its mission to provide citizens a means to protect the beauty, health and heritage of the Mobile Bay Watershed and associated coastal communities.

D. The Defendant is a municipal corporation in the State of Alabama, formed under the laws of the State of Alabama, and is a “person” within the meaning of Section 22-22-1(b)(7) of the AWPCA.

V. **BINDING EFFECT**

The provisions of this Settlement Agreement shall apply to, and be binding upon, the Defendant, and its officers, directors, employees, agents, servants, successors, and assigns, and upon all persons, firms and corporations in active concert or participation with the Defendant and assigns, and upon the State of Alabama and its representative, ADEM and its representatives, and Baykeeper and its representatives.

VI. **OBJECTIVES**

It is the express purpose of the Parties entering into this Settlement Agreement to further the objectives set forth in Section 22-22-2 of the Act, and to resolve certain issues alleged by the State, ADEM, and Baykeeper in the Complaint. In light of these objectives, the Defendant agrees, inter alia, to cause the expeditious implementation of the remedial measures as herein set forth and, in accordance with schedules agreed to by the Parties and approved by the Court, to take all appropriate steps necessary to correct Permit limit violations, and to prevent bypasses and unpermitted discharges of untreated or partially-treated wastewater. In addition, Defendant agrees

to comply with the terms and conditions of its NPDES Permit and to submit to ADEM all NPDES reports in a timely manner, and to do all lawful acts necessary to effectuate the provisions of this Settlement Agreement.

VII. **REMEDIAL ACTIONS**

A. Immediately upon issuance of the Order on this Settlement Agreement, the Defendant shall comply with ADEM Admin. Code chap. 335-10-1 with regard to certified operator staffing at the Facility and the collection system. Defendant shall certify such compliance in the Engineering Report required by Paragraph B., below.

B. The Defendant shall prepare and submit to the Department, with a copy to Baykeeper, an Engineering Report that addresses the need for changes, if any, in maintenance, capacity and operating procedures, the potential for infiltration and inflow, the need for modification of existing treatment and collection system works, and the need for new or additional treatment and collection system works as necessary to achieve compliance with applicable rules and regulations and Permit conditions. The Engineering Report shall, at a minimum, also address the following items:

1. Process control monitoring, including monitoring of MLSS, BOD, TSS, nitrates, ammonia and 24/7 staffing and/or monitoring;
2. The advisability of a secondary disinfection system, for example, the current chlorine back-up disinfection system.

The Engineering Report shall include a schedule for implementation of necessary corrective actions, if any, and cost of such necessary corrective actions, if known.

The Engineering Report shall also identify all deficiencies discovered and any proposed or completed corrective actions relevant to the violations described in the complaint. The Engineering Report shall include a plan for continued maintenance and assessment of the collection system to minimize future inflow and infiltration. The Engineering Report shall be prepared by a

professional engineer licensed to practice in the State of Alabama. The Engineering Report shall be submitted so that it is received by the Department with a copy to Baykeeper no later than **sixty (60) days** after entry of Order on Settlement Agreement. If the Department receives comments from Baykeeper within **fifteen (15) calendar days** of the Department's receipt of the Engineering Report, the Department will review Baykeeper's comments prior to making a determination regarding the Engineering Report. If the Department reasonably determines through its review of the submitted Engineering Report that the submittal is not sufficient, then the Defendant shall modify the Engineering Report. The Defendant shall submit modifications to the Engineering Report, if required, so that they are received by the Department, with a copy to Baykeeper, no later than **thirty (30) days** after Defendant's receipt of the Department's comments.

C. The Defendant shall complete implementation of the recommendations provided in the Engineering Report not later than **270 days** after issuance of the Order on this Settlement Agreement.

D. Until conclusion of the corrective actions outlined in the Engineering Report, the Defendant shall prepare and submit every sixty (60) days detailed Progress Reports to the Department, with a copy to Baykeeper, describing the Defendant's progress towards achieving compliance with the corrective actions presented in the Engineering Report, including the cost of necessary corrective actions. The Defendant shall submit the Progress Reports so that the first Progress Report is received by the Department no later than **120 days** after issuance of the Order on this Settlement Agreement and subsequent Progress Reports are received every **sixty (60) days** thereafter that the Defendant's performance obligations under the Order on this Settlement Agreement remain incomplete. In addition, no later than **fourteen (14) days** following each due date herein, the Defendant shall submit to the Department, with a copy to Baykeeper, a written

notice of noncompliance, if applicable. Notices of noncompliance shall state the cause(s) of noncompliance, the corrective action taken, and shall describe the Defendant's ability to comply with any remaining requirements of the Order on this Settlement Agreement.

E. The Defendant shall utilize an independent contractor or contractors to perform an Audit of the Defendant's sample collection, sample analysis, and laboratory procedures. The Audit shall also investigate the Defendant's SSO response procedures, including but not limited to: estimation of SSO volumes, cleaning and disinfection, corrective actions, identification and monitoring of the receiving water, and notification to ADEM, the public, the county health department, and other affected entities. The results of the Audit and a schedule for implementation of any recommendations from the Audit shall be submitted so that they are received by ADEM, with a copy to Baykeeper, no later than **ninety (90) days** after issuance of the Order on this Settlement Agreement. If corrective measures are included in the Audit's recommendations, the Defendant shall utilize an independent contractor or contractors to perform a second Audit and shall provide the results of such to ADEM, with a copy to Baykeeper, no later than **180 days** after the issuance of the Order on this Settlement Agreement.

F. No later than **sixty (60) days** after issuance of the Order on this Settlement Agreement, the Defendant shall develop an SSO Response Plan to establish timely and effective methods for responding to notifiable SSOs. The SSO Response Plan shall be posted on the Defendant's website and shall be provided within **seven (7) business days** of any written public request. The SSO Response Plan shall address each of the following:

1. General Information:
 - a. Approximate population of City/Town, if applicable;
 - b. Approximate number of customers served by the Defendant;

- c. Identification of any sub-basins designated by the Defendant, if applicable;
- d. Identification of estimated linear feet of sanitary sewers;
- e. Number of Pump/Lift Stations in the collection system;

2. Responsibility Information:

- a. The title(s) and contact information of key position(s) who will coordinate the SSO response, including information for a backup coordinator in the event that the primary SSO coordinator is unavailable. The SSO coordinator is the person responsible for assessing the SSO and initiating a series of response actions based on the type, severity, and destination of the SSO.
- b. The title(s), and contact information of key position(s) who will respond to SSOs, including information for backup responder(s) in the event the primary responder(s) are unavailable (i.e., position(s) who provide notification to the Department, the public, the county health department, and other affected entities such as public water systems; position(s) responsible for organizing crews for response; position(s) responsible for addressing public inquiries).

3. SSO and Surface Water Assessment:

- a. Identification of locations within the collection system at which an SSO is likely to occur (e.g., based upon historical SSOs, lift stations where electricity may be lost, etc.).
- b. A map of the general collection system area, including identification of surface waterbodies and the location(s) of public drinking water source(s). Mapping of all collection system piping, pump stations, etc. is not required; however, if this information is already available, it should be included.
- c. Identification of surface waterbodies within the collection system area which are classified as Swimming according to ADEM Admin. Code chap. 335-6-11. References available to assist in this requirement include: <http://www.adem.state.al.us/alEnviroRegLaws/files/Division6Vol1.pdf> and http://gis.adem.alabama.gov/ADEM_Dash/use_class/index.html.
- d. Identification of surface waterbodies within the collection system area which are not classified as Swimming as indicated in paragraph F.3.c above but are known locally as areas where swimming occurs or as areas that are heavily recreated.

4. Public Reporting of SSOs:

- a. Contact information for the public to report an SSO to the Defendant, during

both normal and outside of normal business hours (e.g., telephone number, website, email address, etc.).

- b. Information requested from the person reporting an SSO to assist the Defendant in identifying the SSO (e.g., date, time, location, contact information).
 - c. Procedures for communication of the SSO report to the appropriate positions for follow-up investigation and response, if necessary.
5. Procedures to immediately notify the Department, the county health department, and other affected entities (such as public water systems) and Baykeeper upon becoming aware of notifiable SSOs.
6. Standard Procedures to include, at a minimum:
- a. General SSO Response Procedures (e.g., procedures for dispatching staff to assess/correct an SSO; procedures for routine SSO corrective actions such as those for sewer blockages, overflowing manholes, line breakages, pump station power failure, etc.; procedures for disinfection of affected area, if applicable);
 - b. Procedures for collection and proper disposal of the SSO, if feasible.
 - c. General procedures for coordinating instream water quality monitoring, including, but not limited to, procedures for mobilizing staff, collecting samples, and typical test methods should the Department or the Defendant determine monitoring is appropriate following an SSO. Identification of a contractor who will collect and analyze the sample(s) may be listed in lieu of the procedures.
 - d. References to other documents (such as Standard Operating Procedures for SSO Responses) may be acceptable for this section; however, the referenced documents shall be identified and shall be reviewed at a frequency of at least that required by the Administrative Procedures Section of the Permit. Attached as an Exhibit is a draft Sanitary Sewer Overflow Response Plan (“SSORP”) which Defendant proposes to submit to ADEM.

G. Immediately upon issuance of the Order on this Settlement Agreement, the Defendant shall fully implement the SSO Response Plan developed in accordance with Paragraph F of this Settlement Agreement. Defendant shall certify that the SSO Response Plan has been fully implemented in the subsequent quarterly Progress Report submitted to the Department.

H. The Defendant shall fully comply with the Permit limitations for Enterococci, Total

Suspended Solids (hereinafter “TSS”), TSS Percent Removal, and Five Day Carbonaceous Biochemical Oxygen Demand (hereinafter “CBOD5”) immediately upon issuance of the Order on this Settlement Agreement.

I. The Defendant shall comply with all other terms, conditions, and limitations of the Permit immediately upon issuance of the Order on this Settlement Agreement.

J. The Defendant shall submit a certification to the Department, signed by a professional engineer licensed to practice in the State of Alabama, indicating whether the Defendant is in compliance with all requirements of the Order on this Settlement Agreement. The Defendant shall submit such certification so that it is received by the Department no later than **300 days** after issuance of the Order on this Settlement Agreement.

K. As part of its ongoing maintenance and operations, the Defendant will adhere to the following protocols:

1. Daphne Utilities will continue its program of monitoring its collection system, including required maintenance on lift stations, periodic smoke testing of sewer mains, cleaning and inspection of mains, maintenance of easement areas, installation of inflow dishes and manholes, investigation of system components, and coordination of repairs and/or rehabilitation as needed (including inflow dishes on manholes and pipe relining).
2. Daphne Utilities will continue for so long as it is needed, its oil recycling program to educate the public on the detrimental effects of improper grease and cooking oil disposal.
3. Daphne Utilities will notify Baykeeper contemporaneously with notification to ADEM and other parties in the event of a sanitary sewer overflow (“SSO”) that requires public notification under ADEM rules and regulations.

L. Baykeeper will promptly place a notice on its website and issue public notification of all SSO’s for which Baykeeper has received the above notice from Daphne Utilities. Baykeeper will give to Daphne Utilities prompt notice of any SSOs or other potential violations or issues

reported to them or which they discover.

VIII.
CAPACITY ASSURANCE

Whenever there is a significant expansion of the Facility Collection System (by adding new customers) the Defendant shall engage a professional engineer registered in the State of Alabama to review and certify the Facility has adequate capacity that is capable of handling the increase in flow.

IX.
EFFLUENT LIMITATIONS

Nothing in this Settlement Agreement shall relieve the Defendant of its obligation to comply at all times with all limitations in its NPDES Permit(s), including any modifications, extensions or reissuances.

X.
CIVIL PENALTY

Defendant is assessed and agrees to pay a civil penalty in the amount of Sixty-Three Thousand Dollars (\$63,000.00) to be disbursed as follows:

1. Twenty-One Thousand Dollars (\$21,000.00) to the State Treasury to the credit of the General Fund.
2. Twenty-One Thousand Dollars (\$21,000.00) to the Attorney General's Office for reasonable costs incurred to recover such civil penalty. This sum shall be deposited to the credit of the operating funds of the Office of Attorney General.
3. The Defendant shall submit both payments (paragraph 1 and 2) by certified check to the address listed below on or before **thirty (30) days** after issuance of the Order on this Settlement Agreement.

**ADMINISTRATIVE SERVICES DIVISION
OFFICE OF ATTORNEY GENERAL
501 WASHINGTON AVENUE
MONTGOMERY, AL 36130-0152**

4. Twenty-One Thousand Dollars (\$21,000.00) to the Alabama Department of

Environmental Management for reasonable costs incurred to recover such penalty. This sum shall be deposited to the operating funds of ADEM. The Defendant shall submit said payment by certified check and referencing this civil action to the address listed below on or before **thirty (30) days** after issuance of the Order on this Settlement Agreement.

**ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
MONTGOMERY OFFICE
ATTN: OFFICE OF GENERAL COUNSEL
1400 COLISEUM BOULEVARD
MONTGOMERY, AL 36110-2400**

**XI.
STIPULATED PENALTIES**

A. The Defendant shall pay to the State of Alabama and ADEM stipulated civil penalties for each day it fails to meet any of the milestone dates established by Paragraphs B., D., E., and J. of Section VII. of the Order on this Settlement Agreement. The stipulated civil penalties for failure to meet each milestone date, except for Force Majeure Acts as hereinafter defined, shall be as follows:

<u>Period of Noncompliance</u>	<u>Penalty per Day per Violation</u>
1st to 30th day	\$300
31st to 60th day	\$600
After 60 days	\$1,200

B. Stipulated civil penalties shall automatically begin to accrue on the first day the Defendant fails to meet any of the schedules of performance required by Paragraphs B., D., E., and J. of Section VII. of this Settlement Agreement. Payment of stipulated civil penalties as set forth above shall not abate any other rights or remedies which may be available to the State or ADEM by reason of the Defendant's failure to comply with requirements of this Settlement Agreement, and all applicable federal, state or local laws, regulations, NPDES permit(s) and all other applicable permits. Notification to the Defendant by the State or ADEM of the assessment

of any stipulated penalty is not required.

C. Stipulated civil penalties shall be paid by splitting the total amount due and submitting equal portions via cashier's or certified checks payable to the State of Alabama and ADEM at their respective addresses noted in Section X. herein.

D. In the event a stipulated civil penalty is not paid when due, the stipulated civil penalty shall be payable with interest from the original due date to the date of payment, at the statutory judgment rate set forth at 28 U.S.C. § 1961 (a).

XII. **MOBILE BAYKEEPER PAYMENT**

Defendant shall pay Mobile Baykeeper or its designee Twenty-Three Thousand Dollars (\$23,000) within ten (10) days of the entry of this Consent Decree as consideration for its agreement to take the actions and perform the duties set out in Section VII(L). Defendant shall within thirty (30) days of the entry of this Consent Decree pay to Mobile Baykeeper or its designee an additional \$27,000 as consideration for the same actions and performance of the same duties set out in Section VII(L) of the Consent Decree.

XIII. **FORCE MAJEURE**

A. "Force Majeure" for the purposes of this Settlement Agreement is defined as an event arising from causes beyond the control of the Defendant or of any entity employed by the Defendant, including its consultants and contractors, which delays or prevents the performance of any obligation under this Settlement Agreement.

B. When circumstances are occurring or have occurred which may delay the completion of any requirement of this Settlement Agreement, whether or not due to a Force Majeure event, the Defendant shall so notify the State and ADEM in writing within **fifteen (15)** days after the

Defendant knew, or should have known, of the delay or anticipated delay. The notice shall describe in detail the basis for the Defendant's contention that it experienced or anticipates that it will experience a Force Majeure delay, the anticipated length of the delay, the precise cause or causes of the delay, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which those measures will be implemented. Failure to so notify the State and ADEM shall constitute a waiver of any claim of Force Majeure as to the event in question.

C. If the State and ADEM find that a delay in performance is, or was, caused by a Force Majeure event, they shall extend the time for performance, in writing, for a period to compensate for the delay resulting from such event and stipulated penalties shall not be due for such period. In proceedings on any dispute regarding a delay in performance, the dispute resolution provisions of Section XIV. RETENTION OF JURISDICTION/DISPUTE RESOLUTION shall apply, and the Defendant shall have the burden of proving that the delay is, or was, caused by a Force Majeure event, and that the amount of additional time requested is necessary to compensate for that event.

D. Compliance with a requirement of this Settlement Agreement shall not by itself constitute compliance with any other requirement. An extension of one compliance date based on a particular event shall not automatically extend another compliance date or dates. The Defendant shall make an individual showing of proof regarding the cause of each delayed incremental step or other requirement for which an extension is sought. The Defendant may petition for the extension of more than one compliance date in a single request.

XIV.

RETENTION OF JURISDICTION/DISPUTE RESOLUTION

A. This Court shall retain jurisdiction of this matter for the purposes of implementing and enforcing the terms and conditions of this Settlement Agreement and for the purpose of adjudicating all disputes among the Parties that may arise under the provisions of this Settlement

Agreement.

B. Submission of any matter to the Court for resolution shall not extend any of the deadlines set forth in this Settlement Agreement, unless the Parties agree to such extension in writing or the Court allows the extension upon motion.

XV. RIGHT OF ENTRY

Without limiting the authority otherwise available to it, the State, ADEM, and their authorized representatives and contractors shall have authority at all times, upon the presentation of credentials, to enter the premises of the Defendant to:

1. Monitor the program of activities required by this Settlement Agreement;
2. Verify any data or information submitted to the State or ADEM;
3. Obtain samples from the municipal treatment and collection system;
4. Inspect and evaluate any portions of the Defendant's treatment and collection system; and
5. Inspect and review any records required to be kept under the terms and conditions of this Settlement Agreement or any NPDES Permit and the AWPCA. This provision of this Settlement Agreement is in addition to and in no way limits or otherwise affects the State or ADEM's statutory authorities to conduct inspections, to require monitoring and to obtain information from the Defendant as authorized by law.
6. The State and ADEM agree to provide the Defendant an opportunity to obtain split samples of wastewater samples taken by ADEM from the Defendant's treatment or collection system. The State and ADEM further agree to provide the Defendant with the quality assured/quality-controlled laboratory analytical results of samples obtained from the Defendant's treatment or collection system, and any non-privileged (including non-attorney work product) reports prepared concerning such results. ADEM will use its best efforts to coordinate field inspections of the Defendant's treatment or collection system with the Defendant by notifying the Defendant, if practicable, of such inspections upon arrival at the field inspection location.

XVI.**NOT A PERMIT/COMPLIANCE WITH OTHER STATUTES/REGULATIONS**

A. This Settlement Agreement is not and shall not be construed as a permit, nor a modification of any existing permit, issued pursuant to the Alabama Water Pollution Control Act, nor shall it in any way relieve the Defendant of its obligations to obtain a permit for its wastewater treatment and collection system or facilities and to comply with the requirements of any NPDES permit or with any other applicable federal or State law or regulation. Any new permit, or modification of an existing permit, must be complied with in accordance with applicable federal and State laws and regulations.

B. Nothing herein shall be construed as relieving the Defendant of the duty to comply with the AWPCA, the regulations promulgated thereunder, and all applicable permits issued thereunder, or as relieving the Defendant of its duty to comply with State law and the regulations promulgated thereunder. The State of Alabama and ADEM reserve the right to seek additional relief should Defendant fail to achieve substantial compliance with the terms and conditions of its Permits.

XVII.**NON-WAIVER PROVISIONS**

A. The Settlement Agreement in no way affects or relieves the Defendant of any responsibility to comply with any federal, State, or local law or regulation.

B. Nothing contained in this Settlement Agreement shall be construed to prevent or limit the State's or ADEM's rights to obtain penalties or further or additional injunctive relief under the AWPCA or other State statutes or regulations, including, but not limited to, criminal punishment under § 22-22-14 of the Act, for other violations not expressly specified in the Complaint.

C. The Parties agree that the Defendant is responsible for achieving and maintaining complete compliance with all applicable federal and State laws, regulations, and permits, and that

compliance with this Settlement Agreement shall be no defense to any actions commenced pursuant to said laws, regulations, or permits, except as set forth herein.

D. This Settlement Agreement does not limit or affect the rights of the Defendant, Baykeeper, ADEM or the State against any third parties which are not Parties to this Settlement Agreement. The Parties recognize that this Settlement Agreement resolves only matters between the State, ADEM, Baykeeper, and the Defendant and that its execution does not preclude the Defendant from asserting any legal or factual position in any action brought against the Defendant by any person or entity not a Party to this Settlement Agreement.

E. The Parties reserve any and all legal and equitable remedies available to enforce the provisions of this Settlement Agreement.

F. This Settlement Agreement shall not limit any authority of ADEM under any applicable statute, including the authority to seek information from the Defendant or to seek access to the property of the Defendant nor shall anything in this Settlement Agreement be construed to limit the authority of the State to undertake any action against any person in response to conditions that may present an imminent and substantial endangerment to the environment or to the public health or welfare.

G. Application for construction grants, State Revolving Loan Funds, or any other grants or loans, or delays caused by inadequate Facility planning or plans and specifications, on the part of the Defendant shall not be cause for extension of any required compliance date in this Settlement Agreement.

H. Obligations of the Defendant under the provisions of this Settlement Agreement to perform duties scheduled to occur after the date of issuance of this Settlement Agreement, shall be legally enforceable from that date. Liability for stipulated penalties, if applicable, shall accrue for

violation of such obligations and payment of such stipulated penalties may be demanded by the State or ADEM as provided in this Settlement Agreement.

I. It is the intent of the Parties hereto that the clauses hereof are severable, and should any clause(s) be declared by a court of competent jurisdiction to be invalid and unenforceable, the remaining clauses shall remain in full force and effect.

J. The State of Alabama and ADEM reserve the right to elect to file a civil action for statutory penalties or injunctive relief against the Defendant for any violation of the AWPCA by the Defendant discovered after the Date of Entry of this Settlement Agreement concerning different violations than these set forth herein.

K. This Settlement Agreement was negotiated, mutually drafted, and executed by the Parties in good faith to avoid further litigation and is a settlement of claims which were contested, denied and disputed. The execution of this Settlement Agreement is not an admission of any fact, liability or wrongdoing of any kind regarding any of the matters addressed in the Settlement Agreement.

XVIII. **RELEASE**

The Plaintiffs and Plaintiff-Intervenor herein waive and release any and all civil claims against Defendant under the AWPCA, the Alabama Environmental Management Act and the Federal Clean Water Act that could have been brought prior to the entry of this Order on Settlement Agreement.

XIX. **REVIEW OF SUBMISSIONS**

The State and ADEM agree to use their best efforts to expeditiously review all documents, plans and other deliverables that the Defendant is required to submit to them pursuant

to the terms and conditions of this Settlement Agreement. ADEM agrees to use its best efforts to coordinate with the Defendant to expedite evaluation of permit applications submitted by the Defendant consistent with Alabama law.

XX.
FORM OF NOTICE

A. Unless otherwise specified or agreed to in writing by all parties, all reports, notices, or any other written communications required to be submitted under this Settlement Agreement shall be sent to the respective Parties at the following addresses:

Alabama Department of Environmental Management
Chief of Water Division
1400 Coliseum Blvd.
Montgomery, Alabama 36110-2059

Office of Attorney General
Robert D. Tambling
501 Washington Avenue
Montgomery, Alabama 36130-0152

Mobile Baykeeper, Inc.
Casi L. Callaway
450-C Government Street
Mobile, Alabama 36602

Law Offices of J. Patrick Courtney III
P.O. Box 2205
(1 North Royal Street)
Mobile, AL 36652

B. Notifications to or communications with ADEM or the Alabama Attorney General's office shall be deemed submitted on the date they are received. Notifications to or communications with Defendant shall be deemed received ten (10) days after the date they are postmarked.

XXI.
MODIFICATION

This Settlement Agreement contains the entire agreement of the Parties and shall not be

modified by any prior oral or written agreement, representation or understanding. Prior drafts of this Settlement Agreement shall not be used in any action involving the interpretation or enforcement of this Settlement Agreement. This Settlement Agreement may not be amended or modified except by written order of this Court. Any modification of this Settlement Agreement by the Parties shall be in writing and approved by the Court before it will be deemed effective; however, minor changes which do not significantly alter the remedial action to be conducted by the Defendant may be made by the Parties, provided such changes are agreed upon in writing.

XXII. **TERMINATION**

A. This Settlement Agreement shall terminate upon the granting of a motion to the Court after each of the following has occurred:

1. The Defendant has achieved compliance with all provisions contained in this Settlement Agreement;
2. The Defendant has paid all penalties and other monetary obligations due hereunder and no penalties or other monetary obligations due hereunder are outstanding or owed to the State or ADEM;
3. The Defendant has certified compliance pursuant to Paragraphs 1 and 2 above to the Court and all Parties; and
4. Upon receipt of such certification from the Defendant, ADEM shall review to determine if compliance has been achieved and shall then respond to the Defendant in writing. If the State or ADEM disputes the Defendant's full compliance, this Settlement Agreement shall remain in effect pending resolution of the dispute by the Parties or the Court.

B. The Defendant may petition the State and ADEM for termination of the obligations of any paragraph of this Settlement Agreement, and such petition shall be provided to Baykeeper, provided that the Defendant has satisfied each and every term and condition of that paragraph, and has certified to the State and ADEM that it has satisfied each and every term and condition of that paragraph.

XXIII.
SIGNATORIES

The Assistant Attorney General on behalf of the State of Alabama, the Associate General Counsel of the Alabama Department of Environmental Management, the signatories for Mobile Baykeeper, Inc., and the signatories for the Defendant certify that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind such Parties to this document.

WE HEREBY CONSENT to the entry of this Settlement Agreement in the *State of Alabama v. Utilities Board of the City of Daphne*, Civil Action No. CV-2017-901319.00.

**FOR THE PLAINTIFF
THE STATE OF ALABAMA:**

Date: October 30, 2019

/s/ Robert D. Tambling
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Assistant Attorney General

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**FOR THE PLAINTIFF
ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT:**

Date: October 30, 2019

/s/ Carrie T. Blanton
Carrie T. Blanton (TOM024)
Assistant Attorney General

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**FOR THE INTERVENOR-PLAINTIFF
MOBILE BAYKEEPER, INC.:**

Date: October 30, 2019

/s/ J. Patrick Courtney III
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**FOR THE DEFENDANT
UTILITIES BOARD OF THE CITY OF DAPHNE:**

Date: October 30, 2019

/s/ Jerome E. Speegle
Jerome E. Speegle (SPE011)
Attorney for Defendant,
Utilities Board of the City of Daphne

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Dated and entered this _____ day of _____ 2019.

CIRCUIT COURT JUDGE OF
BALDWIN COUNTY

Exhibit to Section VII., F. 6(d)**- DRAFT -****DAPHNE UTILITIES
SANITARY SEWER OVERFLOW RESPONSE PLAN (SORP)****NEED TABLE OF CONTENTS****NEED "REVISION" SHEET****I. PURPOSE**

This Sanitary Sewer Overflow Response Plan (SORP) has been prepared in accordance with Alabama Department of Environmental Management (ADEM or "Department") guidelines. The purpose of this SORP is to provide response and reporting guidelines to minimize the adverse effects to the public and the environment that may be caused by a Sanitary Sewer Overflow (SSO). This SORP applies only to the sanitary sewer collection system and Water Reclamation Facility (WRF) owned and operated by Daphne Utilities.

II. GENERAL

The SORP is designed to define appropriate actions by Daphne Utilities upon notification of a possible sanitary sewage overflow within the sanitary sewer system or at the WRF. Daphne Utilities shall dispatch the appropriate crews to investigate the possible overflow, identify the responsible party or parties, and provide appropriate response to minimize the effects of the overflow on public health and quality of local waterways. The SORP further includes provisions related to regulatory compliance pursuant to the directions provided by the Alabama Department of Environmental Management (ADEM) and that notification and reporting is made to the appropriate local and state agencies, and to the affected public. For purposes of this SORP, a "confirmed sewage spill" is also sometimes referred to as "sewer overflow," "overflow," or "SSO."

This SORP is effective beginning January 1, 2019. This SORP supercedes Daphne Utilities' Sanitary Sewer Overflow Response Procedure (latest revision October 2017)

This plan will be reviewed and/or updated annually to incorporate any changes in contact information; system components; personnel; and /or applicable regulations.

III. OBJECTIVES

The objectives of this SORP are:

- To protect the public health and the environment
- To meet ADEM regulations and NPDES permit requirements
- To develop and implement procedures to mitigate the effects of an SSO
- To protect collection system and WRF personnel
- To ensure the longevity of the collection system and WRF equipment

IV. SYSTEM INFORMATION:

Daphne Utilities owns, operates, and maintains a Water Reclamation Facility (WRF) and a sanitary sewer collection system serving portions of the cities of Daphne and Spanish Fort as well as unincorporated areas in the surround communities of Baldwin County (See Appendix A for map of service area). The population served is 25,000 people through approximately 12,000 individual connections.

The collection system is subdivided into twenty (20) sub-basins generally referred to as:

64 & 98	Bayview
Canterbury	Captain O'Neal
Dauphine Acres	Dog Pound
Jubilee Square	D'Olive Bridge
Lake Forest East	Lake Forest West
Lea Ave	Park City
Sehoy and Creekwood	Southeast Daphne
Jubilee Pointe	Spanish Fort
Timbercreek	US90 and Malbis
Walmart	Windscape

The collection system is comprised of approximately 210 miles of sewer pipe. Gravity lines ranging in size from 6" to 24" diameter comprise 160 total miles, lift station force mains comprise 35 miles, and the remaining 17 miles are low-pressure mains.

The system currently has 81 total sewage pumping stations (See Appendix B for a list of stations and locations).

V. SSO AND SURFACE WATER ASSESSMENT

The Daphne Utilities' collection system service area includes a number of surface water bodies including Mobile Bay and several named and unnamed tributaries. According to the ADEM's use and classification map of Alabama waterways, none of these surface waters are classified as "swimming." (http://gis.adem.alabama.gov/ADEM_Dash/use_class/index.html. Last accessed November 1, 2018). However, Mobile Bay at Village Point Park and at Mayday Park are areas where wading / swimming is known to occur. Furthermore, D'Olive Creek at Gator Alley Boardwalk and Mobile Bay at Lake Forest Yacht Club and Bayfront Park are known areas of recreation to include fishing and canoeing / kayaking. Appendix C is a map of surface water bodies within the service area.

Daphne Utilities is the primary public water agency within its service area. All drinking water is produced from groundwater wells greater than 150' in depth. Contamination of public drinking water supplies by SSOs is unlikely.

Daphne Utilities has identified locations within the collection system where previous SSOs have occurred, along with identifying areas where sanitary sewer mains are located adjacent to tributaries. A map of these locations is provided in Appendix C.

VI. SANITARY SEWER OVERFLOW RESPONSE PROCEDURES

The Sanitary Sewer Overflow Response Procedure presents a strategy for Daphne Utilities to mobilize labor, materials, tools and equipment to correct and/or repair any condition, which may cause or contribute to an unpermitted discharge from Daphne Utilities' sanitary system. A wide range of potential system failures are considered by the plan. Being prepared to respond to system failures could lessen the effect of overflows to surface waters, land, or buildings.

A. Notification of Possible SSO

1. Members of the public may detect and report a possible overflow. Daphne Utilities' Customer Service Department or after-hours on-call answering service is primarily responsible for receiving phone calls from the public with notification of possible overflows from the sanitary sewer collection system. The primary phone number for Daphne Utilities (251-626-2628) is available and answered 24 hours per day. The Customer Service Department or the after-hours answering service is then responsible for forwarding the possible overflow information to the Daphne Utilities SSO Coordinator (Section VII.B.). Contact information for customers to report possible SSOs is posted on the Daphne Utilities's website and on Social Media contact pages. **Emergency Response to overflows shall be available 24 hours per day, 365 days of the year.**
2. The person at Daphne Utilities receiving the call from the public will obtain all relevant information (Appendix E: Sewer Leak Report) available regarding the possible overflow including:
 - a. Time and date call was received;
 - b. Specific location and/or address of possible overflow;
 - c. Description of problem; and
 - d. Caller's name and call back phone number.
3. Pump stations are monitored by SCADA and provide alarms to Daphne Utilities' operator on duty indicating a potential SSO. The operator on duty shall convey all information regarding alarms to the SSO Coordinator to initiate the investigation.
4. Sanitary sewer overflows detected by any Daphne Utilities' personnel in the course of their normal duties shall be reported to the SSO Coordinator or designee. Dispatched personnel should record all relevant overflow information and shall dispatch additional response crews, equipment or contracted services as necessary.
5. It is the responsibility of the SSO Coordinator or designee to gather and document all spill response data as soon as possible.
6. **A Sewer Overflow Incident Report** (Appendix F) should be completed by the SSO Coordinator or designee immediately following the responding crew's confirmation of an overflow. The SSO Coordinator or designee is responsible for reviewing, updating, signing, and submitting the final sewer inspection or overflow report form to the appropriate agencies, including but not limited to ADEM and the Baldwin County Health Department per current NPDES Permit requirements.

B. Dispatch of Appropriate Crews to Site of Sewer Overflow

Failure of any element within the Daphne Utilities wastewater system that causes a sanitary sewage overflow will trigger a response to isolate the SSO, stop the SSO from occurring, and formulate a plan to correct the problem. Crews and equipment shall be available to respond to any SSO locations 24 hours per day, 7 days per week. Crews will be dispatched to any site of a reported SSO immediately upon notification.

1. **Preliminary Assessment of Damage to Private and Public Property**
The response crews should use discretion in assisting property owners/occupants who are affected by a SSO on private property. Appropriate photographs and video footage, if possible, should be taken of the area of the SSO and impacted area, allowing for thorough documentation of the nature and extent of the impact. Photographs or video recordings are to be filed with the Sewer Overflow Incident Report Form report.
2. **Coordination with Hazardous Material Response**
Upon arrival at the scene of a SSO, should a suspicious substance (e.g., oil sheen, foamy residue) be found on the ground surface, or should a suspicious odor (e.g., gasoline) not common to the sewer system be detected, response crew leader should contact the Wastewater Manager or Supervisor for guidance before taking further action.

The Wastewater Manager or Wastewater Supervisor will alert the local fire department if necessary. The response crew leader shall await the arrival of the local fire department. After arrival of the local fire department, response crew members will take direction from the commanding officer of the local fire department. Only when the commanding officer

determines it is safe and appropriate for the response crew members to proceed can containment, clean-up, and corrective activities be performed in accordance with the SORP.

Remember that vehicle engines, portable pumps, or open flames (e.g., cigarette lighters) can provide the ignition for an explosion or fire should flammable vapors or fluids be present at the site. Maintain a safe distance and observe caution until and after assistance arrives.

C. Overflow Correction, Containment, and Clean Up

This section describes specific actions to be performed by response crews during an SSO. The primary objectives of these actions are to:

- Protect public health, the environment, and property by minimizing SSO impacts as soon as possible
- Contain the SSO to the maximum extent possible including attempts to prevent the discharge of sanitary sewage into waters of the state
- Communicate preliminary overflow information as soon as practical to the public and regulatory agency and within established regulatory timeframes
- Establish perimeters with appropriate barricades and controlled access zones with vehicles or natural topography (e.g., hills, berms)
- Determine the apparent cause of the overflow

1. Responsibilities of Response Crew upon Arrival

It is the responsibility of the first personnel who arrive at the site of a sanitary sewer overflow to protect the health and safety of the public by mitigating the impact of the overflow to the extent possible. Should the overflow not be the responsibility of Daphne Utilities, but there is imminent danger to public health, public or private property, or to the waters of the State then prudent action should be taken until the responsible party assumes control and provides remedial actions. **Upon arrival at a SSO the response crew should do the following:**

- a. Determine the cause of the sanitary sewer overflow.
- b. Request appropriate personnel, materials, supplies, and/or equipment which can be dispatched to minimize the impact of the overflow
- c. Should it be determined the cause of the SSO is not the responsibility of Daphne Utilities, dispatched personnel will take appropriate action to protect public health, property (public and private), and waters of the state from imminent danger.

2. Initial Measures for Containment

Upon arrival, the responding crew shall initiate measures to contain the SSO, thereby minimizing the impact to public health or the environment. These measures may include, but are not limited to:

- a. Stopping flow by closing valves or turning off pumps at nearby or upstream lift stations
- b. Jetting or otherwise clearing line blockages
- c. Diverting flow to containment areas (i.e., detention ponds, ditches, etc.)
- d. Installing spill containment socks or booms

3. Additional Measures Under Potentially Prolonged Overflow Conditions

In the event of a prolonged sewer line blockage, sewer line collapse, disabled lift station or other event, a determination shall be made to set up portable bypass pumping until repairs can be made.

- a. Appropriate measures shall be taken to effectively handle the sewage flow
- b. Monitoring shall be implemented as necessary
- c. Regulatory agency notifications and/or permits shall be addressed in conjunction with emergency repairs
- d. Public notification provided as outlined in the following sections

4. Cleanup

Sewer overflow sites are to be promptly cleaned to the highest degree possible following an overflow. No readily identifiable residue is to remain in the area of the SSO.

- a. The SSO site is to be secured to deter access to the site by the public until the site has been thoroughly cleaned.
- b. Where practical, the area is to be flushed and cleaned of any sewage or wash-down water.
- c. Solids and debris are to be removed and transported to WRF for proper disposal.
- d. Where appropriate, the overflow site is to be disinfected with the application of a dilute bleach solution, chlorinated water and/or lime. **Daphne Utilities' SSO Cleanup SOP is incorporated by reference (Copy Located in Appendix H)**
- e. Any ponds formed by the SSO will be pumped dry to the extent possible and the residue returned to the wastewater collection system or properly disposed of at the WRF.
- f. Where possible, photos will be taken before and after cleanup. Photos will be filed with the Sewer Overflow Incident Report.

5. Post Cleanup

The Operations Manager or his designee shall conduct a follow-up visit at the site of the overflow to ensure the provisions of this SORP and other directives were followed. The Wastewater Manager is responsible for confirming the Sewer Overflow Incident Report was satisfactorily completed and copies provided to the General Manager, Operations Manager, and Operations Coordinator.

6. Water Quality Monitoring

Should ADEM or Daphne Utilities determine monitoring of waters is appropriate following an SSO, Daphne Utilities' Water Quality Monitoring **Policy** is incorporated by reference (Copy located in Appendix H). Determination of monitoring may be based upon amount of overflow, location of overflow, and potential impact to the public.

D. Overflow Report

The Sewer Overflow Incident Report shall be completed by the response personnel, who shall promptly notify the Operations Manager when the overflow is eliminated. The proper completion of the Sewer Overflow Incident Report must include the following information:

1. **Determination if the SSO is "Notifiable"** by evaluating whether the overflow reached a surface water of the state OR poses an imminent health hazard (volume of overflow is not a determining factor). In making the determination whether an SSO is notifiable, the following factors should be evaluated:
 - a. Sewage overflow into storm water conveyance system (ditch, storm drain, etc.) which drains to surface water of the state
 - b. Whether public contact with the affected area is likely to occur
 - c. Overflows where observation or on-site evidence indicates all sanitary sewage was retained on land and did not reach surface water AND where cleanup of debris is possible
 - d. Any other pertinent information relating to each individual SSO
2. **Determine the Estimated Start Date / Time of the SSO**
 - a. Information reported to Daphne Utilities and later substantiated by sewer investigator or response crew, or when DU personnel became aware of the SSO
 - b. Visual observation
3. **Determine the End Date / Time of the SSO**
 - a. When flow is controlled and contained
 - b. The arrival time of the sewer investigator or response crew, if the overflow stopped between the time it was reported and the time of arrival

4. Determine the Volume of the Overflow:

The volume of the overflow may be estimated or calculated. As appropriate, one of the following methods may be used.

a. Estimate the flow rate (gallons per minute) and multiply by the duration (in minutes) of the overflow

1. All Daphne Utilities personnel responding to overflow situations will have been trained on the manhole overflow simulator and the Overflow Rate Calculation Guide (attached to SSO Incident Report Form) to identify and estimate flow rates.

b. Calculate the estimated amount of the overflow by:

1. SCADA-indicated pump runtimes
2. Measuring the volume if overflow is contained
3. Counting upstream connections and multiplying by 8-10 gallons per hour per connection (for overflow occurring during the hours of 6:00am to 8:00pm)
4. Mathematical determination (e.g., theoretical pipe flow capacity) based on site-specific conditions

5. Document the overflow calculation method (show your work)

The method used for calculating the overflow (estimated or calculated) shall be documented, signed, and attached to the Sewer Overflow Incident Report Form.

6. Identify and Document Corrective Measures to Stop and Contain the Overflow

Document corrective measures on the Sewer Overflow Incident Report Form

7. Identify and Document Long-Term Corrective Measures to Mitigate Future Occurrences if warranted

Document long-term corrective measures (if warranted) on Sewer Overflow Incident Report Form

8. Photograph and Describe any Damage to Public / Private Property

Attach photographs, video, and any narrative description of the overflow to the SSO Incident Report Form.

VII. REGULATORY AGENCY NOTIFICATION

The Notification Plan establishes procedures that the Daphne Utilities shall follow to provide formal notice to ADEM and other regulatory agencies as necessary in the event of SSOs. The following reporting criteria explain to whom various forms of notification should be sent to, and lists agencies/individuals to be contacted.

A. Notification Procedure

The Alabama Department of Environmental Management (ADEM) and the Baldwin County Health Department (BCHD) shall be notified as soon as possible after confirmation of an SSO, but no later than twenty-four (24) hours.

1. Notification to ADEM shall be made via the eSSO Electronic Reporting System. For SSOs lasting longer than 24 hours, the initial eSSO notification must be updated with the date/time the SSO ended. In the event the eSSO system is unavailable, the Department is to be contacted within 24 hours via the SSO Hotline at 334-274-4200. In the event the Hotline is utilized, a written follow-up report, ADEM Form 415 (Copy located in Appendix G) shall be submitted to the Department within 5 calendar days.
2. Notification to the Baldwin County Health Department shall be made via email to the contacts listed in Appendix F (Emergency Contacts). Notification to the BCHD shall include:
 - a. Indication an SSO occurred
 - b. Source and cause of the SSO

- c. Date of SSO
- d. Estimated volume if known
- e. Location of SSO
- f. Ultimate destination (water body) overflow
- g. Attempts to notify the public already performed by Daphne Utilities

B. Responsible Officials

1. SSO Coordinator – This person is responsible for coordinating the SSO response. This individual shall assess the SSO and initiate a series of responses based on the type, severity, and destination of the SSO. The SSO Coordinator is responsible for organizing crews for response, containment, and cleanup. The primary SSO Coordinator shall be the Wastewater Manager and the backup shall be the Wastewater Supervisor.
2. SSO Responders – These individuals will conduct response, containment, and cleanup of an overflow under the direction of the SSO Coordinator. Primary SSO Responders are the wastewater collections system personnel and any Daphne Utilities' personnel on emergency standby duty.
3. SSO Reporter – This person is responsible for providing notification to ADEM, the BCHD, the public, and other affected entities. The primary SSO Reporter shall be the Operations Manager and the backup SSO Responder shall be the Wastewater Manager or the General Manager.
4. Public Inquiries and media relations shall be the responsibility of the Communications Manager and/or the General Manager.
5. Contact information for the above is listed in Appendix F (Emergency Contacts) and shall be updated annually or at any time positions / titles change if known.

VIII. PUBLIC NOTIFICATION OF SSOs

In the event a notifiable SSO reaches a surface water of the state and/or may imminently and substantially endanger human health based on potential for public exposure, including human contact, appropriate public notification measures shall be undertaken to warn the public of the SSO and to minimize the potential for public exposure.

A. Public Notification Methods and Timing

Various public notification measures are available to inform the public of SSOs and may be implemented in combinations depending on the potential for public exposure and health risks. Among these measures are:

1. Immediate Press Release to local print and broadcast media outlets
2. Notification to BCHD who provide a media press release within 24 hours
3. Social Media Posts (e.g., Facebook, Twitter, etc.) and DU Website notifications
4. "Opt-In" text messaging and automated phone messaging system
5. Signage on local waterways where overflow occurred or drained into
6. Flyers, doorhangers, or other directed notifications

Notification to the Public shall be made as soon as feasibly possible, but in no event more than than 24 hours after confirmation of an SSO.

B. Procedures for Determining Appropriate Public Notification Method

Notifiable SSOs shall be categorized as Class 1, 2, or 3 depending on potential for public exposure.

1. A **Class 1 SSO** is characterized as an overflow directly into a primary local waterway and easily accessible to the general public (i.e., Mobile Bay, D'Olive Creek, Lake Forest Lake, Yancey Branch, Tiawasee Creek) AND directly impacting those water bodies identified in Section V. (SSO and Surface Water Assessment) as receiving heavy recreational use. Public Notification for a Class 1 SSO may include, but is not limited to:
 - a. Immediate press releases to local media outlets
 - b. Notice to Baldwin County Health Department who will also issue a press release
 - c. Posting on Daphne Utilities' website and social media pages

- d. Activation of "opt-in" notification system
 - e. Signage where appropriate and in accordance with Section VIII. D. outlined below
2. A **Class 2 SSO** is characterized as an overflow into a surface water of the state OR that has the potential to impact the public at large. Public Notification for a Class 2 SSO may include, but is not limited to:
- a. Notice to Baldwin County Health Department who will issue a press release
 - b. Posting on Daphne Utilities' website and social media pages
 - c. Signage if appropriate and in accordance with Section VIII. D. outlined below
3. A **Class 3 SSO** is characterized as an overflow that does not reach a surface water of the state but has the potential for limited public impact. Public notification for a Class 3 SSO may include, but is not limited to :
- a. Directed notifications to the affected public such as flyers or doorhangers
 - b. Notice to Baldwin County Health Department and providing statement that the affected public has already been notified by Daphne Utilities. (The BCHD may still choose to issue its own press release)
 - c. Posting on Daphne Utilities' website and social media pages
 - d. Signage if appropriate and in accordance with Section VIII. D. outlined below

In the event of an extreme weather event which floods the entire system and causes multiple overflows, Daphne Utilities will provide public notification as soon as feasibly possible following the event; and according to the methods outlined above based on the aggregate volume of all overflows.

C. Required Information

In the event of a notifiable SSO, public notification shall include the following information:

- 1. Indication an SSO occurred
- 2. Source and cause of the SSO if known
- 3. Date of SSO
- 4. Estimated volume if known
- 5. Location of SSO
- 6. Ultimate destination (water body) overflow
- 7. Where appropriate, public education statements to inform the public on methods to prevent future SSOs (i.e., grease recycling, check cleanout caps, protect storm drains, etc.)
- 8. Means to contact Daphne Utilities both during normal and after business hours to report an SSO or for additional information.

D. Specific Procedures for Installation of Signage

In the event signage is used to provide public notification, the following shall be utilized where practical:

- 1. Signs shall be 11"X17"
- 2. Signs will be reproduced and customized for each incident to include at a minimum:
 - a. Indication an SSO has occurred
 - b. Date of SSO
 - c. Location of SSO
 - d. Caution Statement
 - e. Contact information for obtaining additional information
- 3. Signs shall be installed in locations downstream of the overflow and where the public is likely to access the waterway. As appropriate, examples include, but are not limited to:
 - a. Gator Alley Boardwalk on east and west sides of North Main Street, and on the west side of US 98 at the Hampton Inn
 - b. Yacht Club public boat launch and Yacht Club boat slips
 - c. Bayfront Park at pier
 - d. Mayday Park at pier and Kayak launch
 - e. Lake Forest Lake Dam behind Jubilee Square and behind Bayview Townhomes

4. Signs shall remain in place for a minimum of 24 hours but not longer than 72 hours from time of overflow unless specific conditions warrant a longer amount of time.

IX. SSO RESPONSE PLAN ADMINISTRATIVE PROCEDURES

A. Copies of the SORP

A copy of this SORP shall be maintained at the WRF, the Central Services Facility, and the main administrative offices of Daphne Utilities. A copy shall be made available for inspection by ADEM at any time.

A copy of this SORP shall be publicly available on the Daphne Utilities' website.

B. Training on the SORP

Any personnel required to implement portions of this SORP shall be trained in the procedures contained herein at least once per year. Personnel requiring training are:

1. All WRF personnel
2. All wastewater collection and lift station personnel
3. Wastewater Manager
4. Field Services Manager and Field Services Supervisors
5. Operations Manager
6. Operations Coordinator
7. Operations Assistant
8. GIS Technician
9. Environmental Compliance Supervisor
10. Communications Manager
11. General Manager
12. Any other employee deemed necessary

Any new employee in any of these positions shall receive training on this SORP during orientation. Should significant revisions be made to this SORP, training regarding the revisions shall be conducted as soon as possible for all above personnel. Documentation of such training shall be maintained and provided to ADEM upon request.

C. Review of the SORP

Daphne Utilities shall complete a review and evaluation of the SORP annually. The emergency contact list shall be updated at a minimum annually, or as needed if positions changed if known. Evaluation and review of the SORP shall be signed and dated by the responsible official or the appropriate designee.

Signature of Responsible Official / Duly Authorized Representative:

Date:

Name and Title of Responsible Official / Duly Authorized Representative:

Evaluation / Review Date:

APPENDIX A

Map of Service Area

DRAFT

APPENDIX B

List of Pumping Stations and Locations

Station Number	Lift Station Name	Location / Address
1	HWY 64 & 98	SE corner of 98 and 64. In front of Whitney Bank
2	JOHNSON ROAD EAST	End of gravel road
3	VALERIE LANE	off Daphmont Dr
4	WARREN DRIVE	Next to park
5	DOG POUND	911 Shop Ln
6	PINEWOOD	Holy Cross Dr near old Judge Roy Bean's
7	CAP'T O'NEAL (Hires Ln)	Cap't O'Neal
8	ASHLEY GATES	912 Van Ave / between bldgs 5 & 6
9	BAYSIDE ACADEMY	Cap't O'Neal @ Dryer
10	BELROSE AVE	End of road
11	LEA AVENUE	Corner of Lea and Old County Rd
12	CAMERON COURT	End of cul de sac - 100' down brick path
13	WHITING CT	End of cul de sac behind iron gate
14	VILLA DRIVE	Behind M.M. parking lot on the right
15	MERCY MEDICAL	Behind facility
16	HARBOR PLACE	In landscape island in cul de sac
17	DELCHAMPS / PUBLIX	Bay Front Park
18	BAY FRONT PARK	Above ground vault next to Building
19	FIRESTATION #2	28280 N. Main St
20	JUBILEE POINTE (Southtrust)	Jubilee Pointe shopping center
21	DAPHNE 98, OFFICE PARK	28080 Hwy 98
22	OLD YMCA, HWY 98	East side of 98 (Planet Fitness)
23	D'OLIVE LANDING	D'Olive Landing S/D off Yacht Club Drive
24	MONROE STREET	at Hwy 98 / Prudential Nichols parking lot
25	BAY BLUFF	End of Madison St off Yacht Club Dr
26	BAY VILLAGE APARTMENTS	Yacht Club Dr
27	EAST BAY APARTMENTS	Behind Bldg 18
28	WORLD GYM	End of Merrit blvd
29	WEST YANCY BRANCH	Hwy 98
30	WINDSCAPE	5th Ave & Hwy 98
31	PARK CITY	End of 5th Ave south
32	EAGLE CREEK	Soaring Eagle Ct
33	DAUPHINE ACRES	Corner of Caroline and Camellia
34	WILSON AVE	Wilson Ave
35	LOCKE RD	Locke Rd
36	BROOKHAVEN PUMP STATION	Bainbridge Dr (West)

37	SPORTS COMPLEX	Off Whispering Pines
38	DAPHNE MIDDLE SCHOOL	Hwy 13
39	KRYSTAL RIDGE	End of cul-de-sac
40	CANTERBURY PLACE	Lawson Rd at Canterbury entrance
41	CANTERBURY TRACE	Next to 28950 Canterbury Way
42	LAWSON ROAD	Ridgewood Dr @ Lawson in median
43	MELANIE LOOP	Near Edgar Cir
44	ARAGON CIRCLE / LAKE FOREST 9TH HOLE	Down cart path from Well 6
45	RIDGEWOOD & DONNETTE LOOP	Ridgewood Dr
46	DONNETTE LOOP	137 Donnette Loop
47	GRANDE POINTE	133 Lake Front Dr
48	BAYVIEW BRIDGE	Bayview Dr next to lake
49	GORDON CIRCLE	Lakeview Loop at Gordon Circle
50	NICHOLE PLACE	Across from Vista Circle
51	D'OLIVE BRIDGE / D'Olive Creek	Across from WWTP on N. Main St
52	JUBLIEE SQUARE (Gayfers)	Hwy 90
53	I-10 OVERLOOK	Right rear of Overlook Bldg
54	INTERSTATE 10	Spanish Fort Town Center Site
55	SPANISH MAIN	Off Spanish Main
56	CONFEDERATE POINT	#6 Confederate Pointe, down driveway on left
57	CORA SLOCUMB	Cora Slocumb
58	GENERAL CAMBY	Gen Canby Loop
59	BLAKELY WAY UNIT 7	Maureen Cir
60	RHETT DR / MAUREEN CIRCLE	Rhett Dr
61	TWELVE OAKS DRIVE	Twelve Oaks Dr
62	TIMBERCREEK EAST	Elderberry Dr (east side)
63	TIMBERCREEK WEST	Elderberry Dr (west side)
64	ROCKWELL SCHOOL	Hwy 31
65	SAWWOOD STREET (Timbercreek Comm.)	End of cul-de-sac North
66	Lowe's / FREDERICK BLVD	Between Lowe's and Sam's
67	HISTORIC MALBIS, HWY 90	Hwy 90 East of Hwy 181
68	HISTORIC MALBIS #2	St. Simon & Gregor
69	CHAMBERLAIN	Co. RD 64 west of entrance to Chamberlain
70	AUSTIN PLACE	Rand Ave
71	MAINTENANCE BLDG / PUBLIC WORKS	Off Public Works Rd
72	CHELCEY PLACE	Sable Court
73	JUBILEE RIDGE	Jubilee Ridge Townhomes off Hwy 64
74	HWY 90 EAST (Cancer Center)	9301 Hwy 90
75	HWY 90 WEST (Harley Shop)	8083 Hwy 90
76	South 64	Corner of Armstead and Lett Ave
77	RIDGEWOOD	235 Ridgewood Dr

78	WHISPERING PINES	987 Whispering Pines Rd
79	Hwy 31 / Spanish Fort	Hwy 31 Just west of 225
80	Winged Foot	Zoeller Lane

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APPENDIX C

Surface Waters and Locations of Previous SSOs

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APPENDIX D

Sewer Leak Report

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APPENDIX E

Sewer Overflow Incident Report

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APPENDIX F

Emergency Contacts

Daphne Utilities Staff:	Name	Phone Number(s)	Email
General Manager	Danny Lyndall	251-455-7272 (cell) 251-380-8557 (office)	Danny@daphneutilities.com
Operations Manager	Bobby Purvis	251-654-7803 (cell) 251-210-1659 (office)	bobby@daphneutilities.com
Operations Assistant	Arlene Ethier	251-210-1643	Arlene@daphneutilities.com
Operations Coordinator	Art Anderson	251-583-4433 (cell) 251-210-1661 (office)	Art@daphneutilities.com
Communications Manager	Samantha Coppels	251-533-5880 (cell) 251-210-1644 (office)	Samantha@daphneutilities.com
Field Services Manager	Martin Dale		Martin@daphneutilities.com
Wastewater Manager	Goeff Wilkins		goeff@daphneutilities.com
Wastewater Supervisor	James McPherson		james@daphneutilities.com
Wastewater Supervisor	Tony James		tony@daphneutilities.com
WRF Supervisor	Sharon Surra		Sharon@daphneutilities.com
Environmental Compliance Supv.	Johnnie Grimes		johnnie@daphneutilities.com
GIS Specialist	Alex Godfrey		alex@daphneutilities.com
Health Department:			
Loren Powers		251-947-3618	Loren.powers@adph.state.al.us
Camilla English		251-947-3618	Camilla.english@adph.state.al.us
ADEM			
24-hour Hotline for SSO Reporting		334-274-4200	
Chief, Water Division	Glenda Dean	334-271-7823	
Chief, Municipal	Emily Anderson	334-271-7801	
Chief, Industrial / Municipal	Daphne Lutz	334-270-5602	
Regional Inspector	Stephanie Ammons	334-274-4151	sammons@adem.alabama.gov
Media Outlets:			
AL.Com (print)			
WPMI (broadcast)			
WKRG (broadcast)			
WALA (broadcast)			
Other Officials:			

Daphne Police Department			
Daphne Fire Department			
Spanish Fort Police Department			
Spanish Fort Fire Department			
Sheriff's Office			
Baldwin County EMA			
Daphne City Hall			
Spanish Fort City Hall			

Appendix G

ADEM Form 415

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Appendix H
SOPs Incorporated by Reference

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